



City of Gulfport Florida
City Council Meeting Notice
Tuesday, October 16, 2018

City Hall – 2401 53rd Street South, Gulfport, FL 33707

7:00 p.m.

AGENDA

Call to Order

Invocation given by Councilmember Paul Ray

Pledge of Allegiance

Roll Call:

Presentation:

Tom Nicholls, Public Works Director - Recycling

1. Public Comment.

2. City Manager Report.

3. City Attorney Report.

4. City Clerk Report.

5. Consent:

a. Resolution No. 2018-77: A resolution of the City of Gulfport, Florida, establishing the date of the 2019 Municipal General Election; providing authorization to the city manager to enter into a contract with the Pinellas County Supervisor of Elections to conduct the March 12, 2019 Municipal General Election; and providing for an effective date. (Resolución N.º 2018-77: Una resolución de la ciudad de Gulfport, Florida, que establece la fecha de la Elección Municipal General de 2019; que autoriza al administrador de la ciudad a celebrar un contrato con el Supervisor Electoral del Condado de Pinellas para llevar a cabo la Elección Municipal General del 12 de Marzo de 2019; y que proporciona una fecha efectiva).

b. Resolution No. 2018-78: A resolution of the City of Gulfport, Florida, authorizing the city manager to purchase a Ford pickup truck for the Sanitation Division from Coggin Ford; and providing for an effective date.

6. Ordinances: None

7. Resolutions:

a. 2018-79, A resolution of the City of Gulfport, Florida, authorizing the city manager to award the bid and enter into a Contract with Site Pro Builders, Inc. for the Shore Boulevard Sidewalk Modifications Project; Selecting a design option; and providing for an effective date.

b. 2018-80, A resolution of the city of Gulfport, Florida, authorizing the city manager to enter into a Contract with Asphalt Paving Systems, Inc. for yearly roadway milling,

resurfacing and micro-surfacing; and providing for an effective date.

- c. 2018-81, A resolution of the City of Gulfport, Florida, authorizing the city manager to enter into a Contract with Asphalt Paving Systems, Inc. for the milling, resurfacing and re-stripping of the marina parking lot; and providing for an effective date.
- d. 2018-82, A resolution of the City of Gulfport, Florida, authorizing the city manager to execute a Road Transfer Interlocal Agreement and a Transfer of Easement Interlocal Agreement with Pinellas County for Horan Way, between Gulfport Boulevard and Premier Drive and Premier Drive between Gulfport Boulevard and 59th Street; and providing for an effective date.
8. Discussion: Rescheduling or cancelling the City Council Meetings of Tuesday, November 6, 2018 and Tuesday, January 1, 2019.
9. Council Comments/Informational Reports.
10. Adjournment.

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call (727) 893-1012 or fax a written request to (727) 893-1008. Posted: October 12, 2018



**CITY OF GULFPORT
CITY COUNCIL
AGENDA MEMORANDUM**

FROM: Lesley DeMuth, City Clerk

DATE: October 16, 2018

AGENDA ITEM: 5-a

RESOLUTION NO: 2018-77

SUBJECT: March 2019 Municipal General Election

RECOMMENDATION:

City council establish the March 2019 General Municipal Election for Tuesday, March 12, 2019, and authorize the city manager to enter into a contract with the Pinellas County Supervisor of Elections to conduct the 2019 Municipal General Election.

BACKGROUND:

Section 501 of Article V of the Charter of the City provides the General Election of councilmembers shall be held on a Tuesday in March in each year, as determined by the council.

ANALYSIS:

City council authorization is requested to establish the March 2019 General Municipal Election and authorize the city manager to enter into a contract with the Pinellas County Supervisor of Elections to conduct the 2019 Municipal General Election on March 12, 2019.

The 2019 Municipal General Election will be for Mayor, Councilmembers Ward II and IV. The qualifying period begins Monday, December 3, 2018, at 8:30 a.m. and ends Monday, December 10, 2018 at Noon.

FINANCIAL IMPACT:

The anticipated costs to conduct the March 12, 2019 Municipal General Election is \$12,074.00.

MOTION:

Move to approve Resolution No. 2018-77.

RESOLUTION NO. 2018-77

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, ESTABLISHING THE DATE OF THE 2019 MUNICIPAL GENERAL ELECTION; PROVIDING AUTHORIZATION TO THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE MARCH 12, 2019 MUNICIPAL GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 501 of Article V of the Charter of the City provides the General Election of Council Members shall be held on a Tuesday in March in each year, as determined by the Council; and

WHEREAS, the City Council is desirous of entering into a contract with the Pinellas County Supervisor of Elections to conduct the 2019 Municipal General Election; and

WHEREAS, the 2019 Municipal General Election will be for the election of Mayor, Council Member Ward II and Council Member Ward IV.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby establishes Tuesday, March 12, 2019, as the date for the 2019 Municipal General Election.

Section 2. The City Council hereby authorizes the City Manager to enter into a contract with the Pinellas County Supervisor of Elections to conduct the March 2019 Municipal General Election.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2018 by the Council of the City of Gulfport, Florida.

Samuel Henderson, Mayor

ATTEST:

Lesley DeMuth, City Clerk

RESOLUCIÓN N.º 2018-77

UNA RESOLUCIÓN DE LA CIUDAD DE GULFPORT, FLORIDA, QUE ESTABLECE LA FECHA DE LA ELECCIÓN MUNICIPAL GENERAL DE 2019; QUE AUTORIZA AL ADMINISTRADOR DE LA CIUDAD A CELEBRAR UN CONTRATO CON EL SUPERVISOR ELECTORAL DEL CONDADO DE PINELLAS PARA LLEVAR A CABO LA ELECCIÓN MUNICIPAL GENERAL DEL 12 DE MARZO DE 2019; Y QUE PROPORCIONA UNA FECHA EFECTIVA.

CONSIDERANDO QUE, la Sección 501 del Artículo V de los Estatutos de la Ciudad establece que la Elección General de los Miembros del Consejo se celebre un martes del mes de marzo cada año, tal como lo determina el Consejo; y

CONSIDERANDO QUE, el Consejo de la Ciudad desea celebrar un contrato con el Supervisor Electoral del Condado de Pinellas para llevar a cabo la Elección Municipal General de 2019; y

CONSIDERANDO QUE, la Elección Municipal General de 2019 se realizará para la elección de un Alcalde, un Miembro del Consejo para el Distrito II y un Miembro del Consejo para el Distrito IV.

EN ESTE ACTO, Y EN CONSECUENCIA, EL CONSEJO DE LA CIUDAD DE GULFPORT, FLORIDA, RESUELVE:

Sección 1. El Consejo de la Ciudad establece por medio de la presente el martes 12 de marzo de 2019 como la fecha para celebrar la Elección General Municipal 2019.

Sección 2. El Consejo Municipal en este acto, autoriza al Administrador Municipal para celebrar un contrato con el Supervisor Electoral del Condado de Pinellas para llevar a cabo la Elección General Municipal de marzo de 2019.

Sección 3. Esta resolución entrará en vigor inmediatamente tras su adopción.

APROBADA Y ADOPTADA este día 16 de octubre de 2018 por el Consejo de la Ciudad de Gulfport, Florida.

Samuel Henderson, Alcalde

TESTIFICA:

Lesley DeMuth, Secretaria de la Ciudad



**CITY OF GULFPORT
CITY COUNCIL
AGENDA MEMORANDUM**

FROM: Tom Nicholls, Public Works Director

DATE: October 16, 2018

AGENDA ITEM: 5-b

RESOLUTION NO: 2018-78

SUBJECT: Sanitation Pickup Truck Purchase

RECOMMENDATION:

That City Council consider approving this resolution authorizing the City Manger to purchase a new 2019 Ford F-150 Supercab Pickup Truck from Coggin Ford under the Florida Sheriff's Association Contract # FSA18-VEL26.0 for \$26,547.

BACKGROUND:

The City budgeted for a new pickup truck for the Sanitation Division this fiscal year.

ANALYSIS:

The new truck will be a 2019 Ford F-150 Supercab Pickup Truck. The purchase will be made from Coggin Ford under the Florida Sheriff's Association Contract # FSA18-VEL26.0.

FINANCIAL IMPACT:

Funds are available in the Public Works Sanitation Account # 400-5110-534-64. This item was budgeted for FY 18-19 at \$27,000 and will be purchased under budget.

MOTION:

I move to approve/deny this resolution that authorizes the City Manager to purchase a new 2019 Ford F-150 Supercab Pickup Truck from Coggin Ford under the Florida Sheriff's Association Contract # FSA18-VEL26.0 for \$26,547.

RESOLUTION NO. 2018-78

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE A FORD PICKUP TRUCK FOR THE SANITATION DIVISION FROM COGGIN FORD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Fiscal Year 2018/2019 budget includes funds for the purchase of a pickup truck for the Sanitation Division; and

WHEREAS, A 2019 Ford F-150 Supercab Pickup Truck can be purchased from Coggin Ford under the Florida Sheriff's Association Contract No. FSA18-VEL26.0.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby authorizes the City Manager to purchase a 2019 Ford F-150 Supercab Pickup Truck from Coggin Ford under the Florida Sheriff's Association Contract No. FSA18-VEL26.0 in the amount of \$26,547.00.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2018 by the Council of the City of Gulfport, Florida.

Samuel Henderson, Mayor

ATTEST:

Lesley DeMuth, City Clerk



CITY OF GULFPORT CITY COUNCIL AGENDA MEMORANDUM

FROM: Tom Nicholls, Public Works Director

DATE: October 16, 2018

AGENDA ITEM: 7-a

RESOLUTION NO: 2018-79

SUBJECT: Shore Blvd Sidewalk Modifications

RECOMMENDATION: Staff is requesting City Council choose option 1, 2 or 3, and then authorize the City Manager to enter into a contract with Site Pro Builders, Inc. for the Shore Blvd Sidewalk Modifications.

BACKGROUND:

With the recent installation of two islands on Shore Blvd as part of the Shore Blvd Phase 2 Construction, the current sidewalk and the islands are at different elevations and the sidewalk will need to be replaced and a protective plate installed to remedy this issue.

During the City Council meeting held on May 1, 2018, City Council directed the City Manager to bid the Shore Blvd Sidewalk Replacement Project and to include the 3 options listed below;

- **Option 1-** Replace the sidewalk directly adjacent to the islands and install a protective plate.
- **Option 2-** Replace the entire sidewalk from 54th Street S to Beach Blvd and install a protective plate.
- **Option 3-** Replace the entire sidewalk from 54th Street S to Beach Blvd with brick pavers and install a protective plate.

ANALYSIS:

The City of Gulfport published an "Invitation to Bid" on August 19, 2018 for the Shore Blvd Sidewalk Modifications Project. The following bid proposals were received on September 17, 2018 and read aloud in City Hall Council Chambers.

Contractor	Bid Amount -	Option 1 (Partial)	Option 2 (Full)	Option 3 (Full Pavers)
Site Pro Builders, Inc. 2827 Anderson Dr. N Clearwater, FL. 33761		\$48,145	\$78,745	\$98,820
ACS, Inc. 14600 64 th Street N Clearwater, FL. 33760		\$50,887.50	\$94,012.50	\$214,100

FINANCIAL IMPACT:

Upon selection of the design, staff will prepare the appropriate budget amendment for your consideration.

MOTION:

Move to approve/deny Resolution No. 2018-79 choosing Option 1, 2, or 3 and authorizing the City Manager to enter into a contract with Site Pro Builders, Inc. for the Shore Blvd Sidewalk Modifications.

RESOLUTION NO. 2018-79

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO A CONTRACT WITH SITE PRO BUILDERS, INC. FOR THE SHORE BOULEVARD SIDEWALK MODIFICATIONS PROJECT; SELECTING A DESIGN OPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City published an “Invitation to Bid” on August 19, 2018, for the Shore Boulevard Sidewalk Modifications Project, and bid proposals were received and read aloud on September 17, 2018, in the City Hall, City Council Chambers; and

WHEREAS, City Staff has reviewed the bids and is recommending the award to Site Pro Builders, Inc.; and

WHEREAS, During the Council of May 1, 2018, City Council directed the City Manager to include three (3) options in the “Invitation to Bid” for Shore Blvd Sidewalk Replacement Project; and

WHEREAS, Staff is requesting City Council choose a Project Design Option 1, 2 or 3 as listed below:

- **Option 1-** Replace the sidewalk directly adjacent to the islands and install a protective plate – in the amount of \$48,145.00.
- **Option 2-** Replace the entire sidewalk from 54th Street S to Beach Blvd and install a protective plate – in the amount of \$78,745.00.
- **Option 3-** Replace the entire sidewalk from 54th Street S to Beach Blvd with brick pavers and install a protective plate – in the amount of \$98,820.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby authorizes the City Manager to award the bid and enter into a contract with Site Pro Builders, Inc. for the Shore Boulevard Sidewalk Modification Project – Option ____ in the amount of \$_____.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2018 by the Council of the City of Gulfport, Florida.

Samuel Henderson, Mayor

ATTEST:

Lesley DeMuth, City Clerk



CITY OF GULFPORT CITY COUNCIL AGENDA MEMORANDUM

FROM: Tom Nicholls, Public Works Director

DATE: October 16, 2018

AGENDA ITEM: 7-b

RESOLUTION NO: 2018-80

SUBJECT: Paving Contract

RECOMMENDATION: Staff is requesting City Council to authorize the City Manager to enter into contract with Asphalt Paving Systems Inc. in the amount of \$374,719.00 for the Milling and Resurfacing of 54th Street South, Ohio Court, 52nd Street South, Tangerine Avenue South, 55th Street South, Newton Avenue South, 56th Street South, 51st Way South, 12th Avenue South, and Hull Street South, and for the Micro-Surfacing of Tangerine Avenue South, Newton Avenue South and Clinton Street South.

BACKGROUND:

The Streets Division of the Public Works Department has developed an ongoing program to continue to maintain asphalt roads and restore brick streets that have deteriorated and become excessively rough. There are 49 centerline miles of paved roads in the City of Gulfport. Almost all asphalt roads have been previously overlaid to the point where maintaining these roads now requires a milling process that removes the top one to two inches of asphalt surface, and replaces it with new asphalt.

Staff will also micro-surface three (3) roadways. Micro-surfacing is a cost effective way to prolong pavement life and provide a safe traveling surface. Micro-surfacing applies a durable, polymer-modified asphalt seal to roads that have begun to show signs of aging, wear and minor distress. The micro-surfacing application slows the natural breakdown of the existing road surface and can extend the lifespan of the road by several years.

ANALYSIS:

The City will be milling and resurfacing the following roadways:

- 54th Street S from 27th Avenue S to 31st Avenue S
- Ohio Court from 25th Avenue S to 26th Avenue S
- 52nd Street S from Tangerine Avenue S to just north of Gulfport Blvd
- Tangerine Avenue S (south side) from 49th Street S to 52nd Street S
- Tangerine Avenue S from 58th Street S to 59th Street S
- 55th Street S from Tangerine Avenue S to 19th Avenue S

- Newton Avenue S from 52nd Street S to 57th Street S
- 56th Street S from 11th Avenue S to 15th Avenue S
- 51st Way S from 17th Avenue S to 18th Avenue S
- 12th Avenue S from 61st Street S to 63rd Street S
- Hull Street S from 11th Avenue S to 15th Avenue S

The City will be Micro-Surfacing the following roadways:

- Tangerine Avenue S (north side) from 49th Street S to 51st Street S
- Newton Avenue S from 49th Street S to 52nd Street S
- Clinton Street S from Shore Blvd to 28th Avenue S

Asphalt Paving Systems Inc. presently has an existing contract with Lee County (Contract No. B170265ANB C-7804) that the City of Gulfport can piggyback on for the work. The total cost of the project will be \$374,719.00 and the work, if approved, will be performed in late November or early December of 2018.

FINANCIAL IMPACT:

Funds for this project are allocated in the City's FY 18-19 Capital Improvement Budget for road resurfacing and reconstruction within Capital Projects budget account number 3000-0000-541-63-03.

MOTION:

I move to approve/deny Resolution No. 2018-80 authorizing the City Manager to enter into contract with Asphalt Paving Systems Inc. in the amount of \$374,719.00; for the Milling and Resurfacing of 54th Street South, Ohio Court, 52nd Street South, Tangerine Avenue South, 55th Street South, Newton Avenue South, 56th Street South, 51st Way South, 12th Avenue South, and Hull Street South, and for the Micro-Surfacing of Tangerine Avenue South, Newton Avenue South and Clinton Street South.

RESOLUTION NO. 2018-80

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FOR YEARLY ROADWAY MILLING, RESURFACING AND MICRO-SURFACING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Streets Division of the Public Works Department has developed an ongoing program to continue to maintain asphalt roads and restore brick streets that have deteriorated and become excessively rough; and

WHEREAS, The FY 18/19 Capital Improvements Budget provides for the Milling and Resurfacing of 54th Street South, Ohio Court, 52nd Street South, Tangerine Avenue South, 55th Street South, Newton Avenue South, 56th Street South, 51st Way South, 12th Avenue South, and Hull Street South, and for the Micro-Surfacing of Tangerine Avenue South, Newton Avenue South and Clinton Street South: and

WHEREAS, Asphalt Paving Systems Inc. presently has an existing contract with Lee County (Contract No. B170265ANB C-7804) the City of Gulfport can piggyback on for the work; and

WHEREAS, The total cost of the project will be \$374,719.00 and the work, if approved, will be performed in late November or early December.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby authorizes the City Manager to enter into a contract with Asphalt Paving Systems Inc. for the Milling and Resurfacing of 54th Street South, Ohio Court, 52nd Street South, Tangerine Avenue South, 55th Street South, Newton Avenue South, 56th Street South, 51st Way South, 12th Avenue South, and Hull Street South, and for the Micro-Surfacing of Tangerine Avenue South, Newton Avenue South and Clinton Street South, using the Lee County Contract No. B170265ANB C-7804, in the amount of \$374,719.00.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2018 by the Council of the City of Gulfport, Florida.

ATTEST:

Samuel Henderson, Mayor

Lesley DeMuth, City Clerk



**CITY OF GULFPORT
CITY COUNCIL
AGENDA MEMORANDUM**

FROM: Tom Nicholls, Public Works Director

DATE: October 16, 2018

AGENDA ITEM: 7-c

RESOLUTION NO: 2018-81

SUBJECT: Marina Paving Contract

RECOMMENDATION: Staff is requesting City Council to authorize the City Manager to enter into contract with Asphalt Paving Systems Inc. for the Milling, Resurfacing and Re-Striping of the Marina Parking Lot for \$101,855.00

BACKGROUND:

The Streets Division of the Public Works Department has an ongoing program to continue to maintain asphalt roads and City owned parking lots that have deteriorated and become excessively rough. The Marina parking lot is in need of repaving which will include a milling process that removes the top inch or two of asphalt surface, and replaces it with new asphalt.

ANALYSIS:

The milling and resurfacing will be done for the entire Marina parking area and re-striped once completed.

FINANCIAL IMPACT:

Funds for this project are allocated in the FY 18-19 Marina budget under "Improvements other than Buildings" for the Marina parking lot and striping and will be charged to account number 460-4140-575-64.

MOTION:

I move to approve/deny this resolution that authorizes the City Manager to enter into contract with Asphalt Paving Systems Inc. for the Milling, Resurfacing and Re-Striping of the Marina Parking Lot for \$101,855.00.

RESOLUTION NO. 2018-81

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FOR THE MILLING, RESURFACING AND RE-STRIPING OF THE MARINA PARKING LOT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Streets Division of the Public Works Department has developed an ongoing program to continue to maintain asphalt roads and restore brick streets that have deteriorated and become excessively rough; and

WHEREAS, The Marina Budget for FY 18/19 provides funding under “Improvements other than Buildings” for the Marina parking lot milling, resurfacing and re-striping; and

WHEREAS, Asphalt Paving Systems Inc. presently has an existing contract with Lee County (Contract No. B170265ANB C-7804) the City of Gulfport can piggyback on for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby authorizes the City Manager to enter into a contract with Asphalt Paving Systems Inc. for the Milling, Resurfacing and Re-Striping of the Marina parking lot, using the Lee County Contract No. B170265ANB C-7804, in the amount of \$101,855.00.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2018 by the Council of the City of Gulfport, Florida.

ATTEST:

Samuel Henderson, Mayor

Lesley DeMuth, City Clerk

**ROAD TRANSFER INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND GULFPORT, FLORIDA**

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between: **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("COUNTY"), by and through its Board of County Commissioners, and the **CITY OF GULFPORT**, a municipal corporation existing under the laws of the State of Florida, ("CITY").

WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2017), right-of-way is defined as "land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility;" and

WHEREAS, pursuant to Section 334.03(22), Florida Statutes (2017), "Road" is defined as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith;" and

WHEREAS, pursuant to Section 334.03(8), Florida Statutes (2017), the "County Road System" is defined as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System;" and

WHEREAS, pursuant to Section 334.03(3), Florida Statutes (2017), the "City Street System" is defined as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the County Road System;" and

WHEREAS, pursuant to Section 335.0415, Florida Statutes (2017), the jurisdiction and responsibility for operation and maintenance of public roads is that which existed on June 10, 1995 and may be transferred by mutual agreement of the COUNTY and the CITY; and

WHEREAS, Section 337.29(3), Florida Statutes (2017), provides that title to roads transferred pursuant to Section 335.0415 shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records; and

WHEREAS, the Road Segments have been regularly maintained by the COUNTY and/or the CITY, jointly or severally, for the immediate past 7 years;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments be transferred to the CITY and any future improvements thereto will belong to the CITY.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.

2. The COUNTY's jurisdiction, rights, interest and title, if any, and control of all segments of public Roads, as defined in Section 334.03 (22), Florida Statutes (2017), listed in Exhibit A and depicted in Exhibit B attached hereto (hereinafter "Road Segments") are transferred and conveyed to the CITY's City Street System, such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).

3. Within 30 days of the execution of this agreement by both Parties, the COUNTY will file a right-of-way maps which are substantially the same as those attached hereto as Composite Exhibit B and (b) transfer(s) of easement(s) which are substantially the same as those attached hereto as Exhibit C to transfer any recorded easements reflected on Exhibit B as "to be transferred by separate instrument." The CITY accepts easements transferred pursuant to this Agreement. In accordance with Section 337.29 (3), Florida Statutes (2017), upon the recording of the right-of-way map the CITY accepts all legal rights, responsibilities, and obligations with respect to the Road Segments, including but not limited to the operation, planning, design, construction, improvement, and maintenance of the Road Segments, including stormwater drainage and facilities, including mitigation sites, within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. The CITY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segments as the CITY has with relation to other public roads and rights-of-way within the CITY's City Street System.

4. The CITY recognizes that the COUNTY may have utilities located within the road segments which are being transferred as part of this agreement. The Parties recognize that this agreement does not affect those utilities as they currently exist, but the COUNTY will be subject to the CITY's requirements, including permitting, for subsequent modifications or the placement of additional utilities.

5. As limited by Section 768.28, Florida Statutes, the Parties shall remain responsible for any tort liability for any actions arising out of their prior maintenance of any Road Segment and in accordance with Section 337.29, Florida Statutes (2017), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's operation of the Road Segments prior to the recording of the right of way map transferring the Road Segments to the City Street System. Except as otherwise provided herein, the CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

6. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road Segments and, upon the City Manager's request, access to Plans, Specifications, Drawings, and Permits for such projects if available. COUNTY shall assign to CITY any existing contractor or manufacturer warranties or guarantees for any completed projects for the Road Segments. COUNTY shall facilitate the transfer of operation and maintenance responsibilities to CITY for COUNTY obtained environmental permits obtained from County, State or Federal entities.

7. Whenever one of the Parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of Public Works Department
Pinellas County
22211 U.S. Highway 19, Building 1
Clearwater, Florida 33765
(727) 464-8900

For the CITY:

City Manager
City of Gulfport
2401 53rd Street South
Gulfport, Florida 33707
(727) 893-1000

8. CITY and COUNTY agree that this is the entire agreement between the Parties with regard to the transfer of jurisdiction of the Road Segments. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the roadways transferred herein and there are no commitments, agreements or understandings as to the roadways subject to this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the Parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith. Nothing herein shall prevent CITY and COUNTY from transferring additional roadways in the future by amendment to this Agreement or by the execution of separate agreement.

9. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

11. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

13. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

14. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Pinellas County as required by Florida Statutes, Section 163.01

15. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Pinellas County, Florida and shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division for any federal court action.

16. The COUNTY and CITY shall each promptly notify the other of the receipt of any third-party claim involving, or resulting from, either party's jurisdiction, operation, or maintenance of any Road Segments. Both parties agree to fully cooperate with each other to investigate and resolve any such claims, including but not limited to providing all necessary documents showing ownership, jurisdiction, maintenance and/or operational activities for the Road Segments prior to their transfer pursuant to this Agreement. Any time prior to the recording of the right-of-way map in accordance with Paragraph 3 the CITY or COUNTY may elect to terminate this Agreement by notifying the other party and this Agreement shall be of no further force or effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF GULFPORT,
A municipal corporation of the State of Florida

PINELLAS COUNTY, FLORIDA by and
through its Board of County Commissioners

BY: _____
James E. O'Reilly, City Manager

BY: _____
Kenneth T. Welch, Commission Chair

ATTEST: CITY CLERK

ATTEST: Ken Burke, Clerk

By: _____
(Seal)

By: _____
Deputy Clerk (Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Office of County Attorney

EXHIBIT A
Road Transfer Agreement
ROAD SEGMENTS

PINELLAS COUNTY, FLORIDA
TO THE CITY OF GULFPORT, FLORIDA

Road Name	From	To	Centerline Miles	Plat Name or Document Type	Book and Page
Premier Dr. South	40' southwest of Gulfport Blvd South	59 th Street South (dead end)	0.31	Pasadena Golf Club Estates Section One	PB 36-11
Horan Way South	Gulfport Blvd South	Premier Dr. South	0.092	Pasadena Golf Club Estates Section One	PB 36-11
Total			0.402		

EASEMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA
TO THE CITY OF GULFPORT, FLORIDA

- OR 5076 pg. 407 – To be transferred via separate instrument.

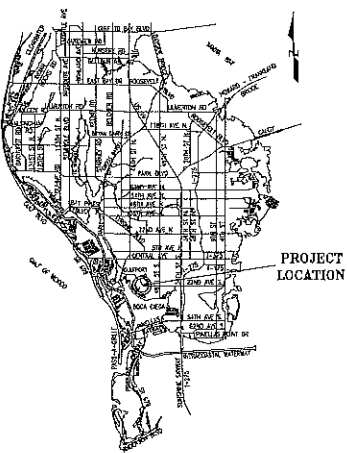
PB Plat Book
OR Official Record
DB Deed Book
BCC Board of County Commissioners Minutes Book
SUB Subdivision
R/W Right-of-way

(P)Plat

EXHIBIT B

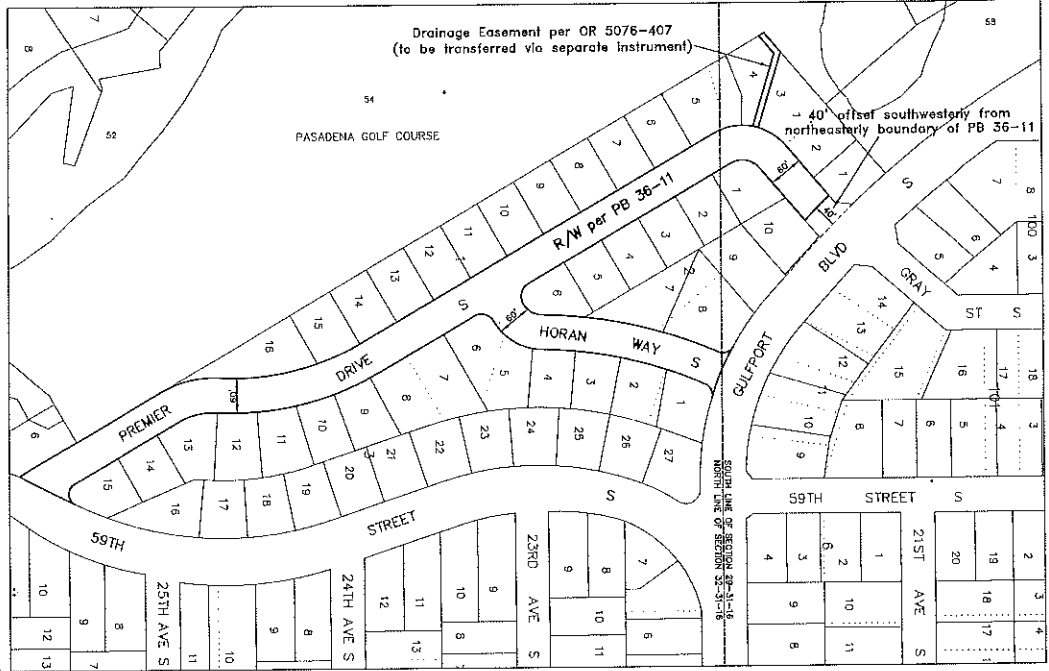
Right-of-Way Transfer Map

PINELLAS COUNTY MAP



PROJECT LOCATION

SECTIONS 29 AND 32, TOWNSHIP 31 SOUTH, RANGE 16 EAST



Drainage Easement per OR 5076-407
(to be transferred via separate instrument)

40' offset southwesterly from
northeasterly boundary of PB 36-11

ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA
TO THE CITY OF GULFPORT, FLORIDA

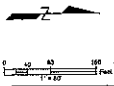
Road Name	From	To	Centerline Miles	Plat Name or Document Type	Book and Page
Premier Dr. South	40' southwest of Gulfport Blvd South	59th Street South (dead end)	0.31	Pasadena Golf Section One	PB 36-11
Horan Way South	Gulfport Blvd South	Premier Dr. South	0.092	Pasadena Golf Section One	PB 36-11
Total			0.402		

EASEMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA
TO THE CITY OF GULFPORT, FLORIDA

- OR 5076 pg. 407 - To be transferred via separate instrument.

- PB Plat Book
- OR Official Record
- DB Deed Book
- DCC Board of County Commissioners Minutes Book
- SUB Subdivision
- R/W Right-of-way
- (*) Plat

This Right-of-Way Transfer Map when recorded is an Instrument of
conveyance, transferring in accordance with Florida Statute 337.29
(2017) all right, title and interest of the County of Pinellas, Florida,
in the road, street, highway as set forth on the map to the City of
Gulfport, Pinellas County, Florida.



<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> <th>SURVEY BOOK No.</th> <th>SURVEY SECTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS	BY	DATE	SURVEY BOOK No.	SURVEY SECTION	BY	DATE																													<p align="center">City of Gulfport PREMIER DRIVE SOUTH and HORAN WAY SOUTH</p>	<p align="center">RIGHT-OF-WAY TRANSFER MAP (NOT A SURVEY)</p>	<p align="center">PINELLAS COUNTY, FLORIDA PUBLIC RECORD</p> <p align="center">SURVEY AND MAPS/PLAT DIVISION 3000 1ST AVENUE, 1ST FLOOR PETERSBURG, FLORIDA 33704-0001 PHONE (813) 461-8000</p>	<p align="center">EXHIBIT B MAP DATE: 3/5/2018</p>	<p align="center">SURVEY FILE No.: 2011_00042 PID: 0018518 PINEL_00042-PREMIER DR.dwg SHEET: 1 of 1</p>
REVISIONS	BY	DATE	SURVEY BOOK No.	SURVEY SECTION	BY	DATE																																		

EXHIBIT C

Prepared by and return to:
Attn: Cynthia M. Harris
509 East Avenue South
Clearwater, FL 33756

EXHIBIT "C" TO INTERLOCAL AGREEMENT

TRANSFER OF EASEMENT

THIS TRANSFER OF A COUNTY DRAINAGE EASEMENT is entered into this _____ day of _____, 2018, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, through its Department of Real Estate Management, Real Property Division, whose address is 509 East Avenue South, Clearwater, Florida 33756, hereinafter referred to as "COUNTY," party of the first part, and the CITY OF GULFPORT, (CITY), a municipal corporation existing under the laws of the State of Florida, whose address is 2401 53RD Street South, Gulfport, Florida , 33707, party of the second part.

WHEREAS, a drainage easement was entered into on August 27, 1980, by and between BETTY A. RHODES and COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 5076, Page 407; the nature and description of said easement is further described in the attached "Exhibit I"; and

WHEREAS, the COUNTY desires to transfer said easement to the CITY; and

WHEREAS said transfer of the easement will divest the COUNTY of any further rights or responsibility to operate and maintain the system within the easement referenced herein; and

WHEREAS, said transfer of the easement will transfer the rights and responsibility to operate and maintain the system within the easement referenced herein to the CITY; and

WHEREAS, the transfer of the easement herein will not affect or release any public right-of-way for any portion of the easement.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the COUNTY does hereby transfer the easement referenced herein, as recorded in Official Records Book 5076, Page 407, to the CITY.

IN WITNESS WHEREOF, Pinellas County does hereunder set its respective hand effective on the date shown above.

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kenneth T. Welch, Chairman

WITNESS:

By: _____

WITNESS:

By: _____

ATTEST: KEN BURKE, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

COUNTER SIGNED:

CITY OF GULFPORT, FLORIDA

By: _____
James E. O'Reilly
City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Andrew Salzman, Esq.
City Attorney

By: _____
Leslie DeMuth
City Clerk

DRAINAGE EASEMENT

O.R. 5078 PAGE 407

80144177

THIS INSTRUMENT, made this 27 day of August A.D. 1980

BETWEEN BETTY A. RHODES

of the County of Pinellas and State of Florida, party of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part, with offices at 315 Haven Street, Clearwater, Florida 33516

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual drainage easement over, under and across the following described property, lying in the County of Pinellas, State of Florida, to wit:

The north 10-foot of Lot 4, Block 1, Pasadena Golf Club Estates Section One, as recorded in Plat Book 36, page 11, public records of Pinellas County, Florida.

PINELLAS COUNTY, FLORIDA
ALBERT CIRIO, CLERK

for construction, operation and maintenance of drainage facilities only. These facilities are the relocating of the existing drainage line which runs through the property at 2127 Premier Drive including the drain/box the easterly property line between Premier Drive and a pond behind the property.

01 COL...
40 P...
41 DS...
43 Tot...
Tot...
OH

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
01 4 27 8
00.40

16330624 72 DTDI. 165E00
41 .40 OS
.40 CA

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Conroy M. Sullivan
Sam D. [unclear]

Betty A. Rhodes I.S.
Betty A. Rhodes I.S.

Signature of two witnesses required by Florida law

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

Betty A. Rhodes

to me well known and known to me to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal the 27 day of

Aug, A. D. 1980

My Commission Expires:
History: P.M.C. 5024 of 1974 of 1977
My Commission Expires Sept. 15, 1982
Issued by American Bar & Society Company

Conroy M. Sullivan
Notary Public

Prepared by:
Paul Bannister
315 Haven Street
Clearwater, Florida 33516

HOLD FOR:
PINELLAS COUNTY R/W
SPECIAL ACCOUNT

THE ORIGINAL OF THIS INSTRUMENT IS FOUR



**CITY OF GULFPORT
GULFPORT CITY COUNCIL
AGENDA MEMORANDUM**

FROM: Tom Nicholls, Public Works Director

DATE: October 16, 2018

AGENDA ITEM: 7-d

RESOLUTION NO: 2018-82

SUBJECT: Road Transfer and Transfer of Drainage Easement Interlocal Agreements

RECOMMENDATION: That the City Council authorize the City Manager to execute a Road Transfer Interlocal Agreement, and to enter into a Transfer of Easement Interlocal Agreement with Pinellas County.

BACKGROUND:

The public Rights of Way of Horan Way, between Gulfport Blvd and Premier Drive, and Premier Drive between Gulfport Blvd and 59th Street, are currently within the City of Gulfport city limits, but under the jurisdiction of Pinellas County. The County and the City have determined that it is in the best interest of both parties that responsibility for the operation, planning, design, and construction of the Road Segments be transferred to the City and any future improvements thereto will belong to the City.

There is also a minor drainage easement on Premier Drive between the properties at 2121 and 2127 that we are requesting to be transferred from Pinellas County to the City of Gulfport, and at such time the maintenance responsibility for the easement will be the City of Gulfport's.

ANALYSIS:

The City requested that Pinellas County mill and pave both Horan Way and Premier Drive, and to replace a concrete drainage swale at Premiere Drive and Horan Way prior to bringing this item to City Council for consideration; and both of these items have been completed.

The City has also inspected the drainage easement being considered and found it to be in acceptable condition.

FINANCIAL IMPACT:

No significant impact.

MOTION:

I move to approve/deny Resolution No. 2018-81 authorizing the City Manager to execute a Road Transfer Interlocal Agreement, and to enter into a Transfer of Easement Interlocal Agreement with Pinellas County.

RESOLUTION NO. 2018-82

A RESOLUTION OF THE CITY OF GULFPORT, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A ROAD TRANSFER INTERLOCAL AGREEMENT AND A TRANSFER OF EASEMENT INTERLOCAL AGREEMENT WITH PINELLAS COUNTY FOR HORAN WAY, BETWEEN GULFPORT BOULEVARD AND PREMIER DRIVE AND PREMIER DRIVE BETWEEN GULFPORT BOULEVARD AND 59TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The public Rights of Way of Horan Way, between Gulfport Boulevard and Premier Drive, and Premier Drive between Gulfport Boulevard and 59th Street, are currently within the City of Gulfport city limits, but under the jurisdiction of Pinellas County; and

WHEREAS, The County and the City have determined that it is in the best interest of both parties that responsibility for the operation, planning, design, and construction of the Road Segments be transferred to the City and any future improvements thereto will belong to the City; and

WHEREAS, There is a minor drainage easement on Premier Drive between the properties at 2121 and 2127 that Staff is requesting to be transferred from Pinellas County to the City and at such time the maintenance responsibility for the easement will be the City; and

WHEREAS, The City requested Pinellas County mill and pave both Horan Way and Premier Drive, and to replace a concrete drainage swale at Premiere Drive and Horan Way prior to bringing this item to City Council for consideration; and both of these items have been completed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, FLORIDA:

Section 1. The City Council hereby authorizes the City Manager to execute a Road Transfer Interlocal Agreement with Pinellas County for Horan Way, between Gulfport Boulevard and Premier Drive and Premier Drive between Gulfport Boulevard and 59th Street.

Section 2. The City Council hereby authorizes the City Manager to execute a Transfer of Easement Interlocal Agreement with Pinellas County for a drainage easement on Premier Drive between the properties location at 2121 and 2127 Premier Drive.

Section 2. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2018 by the Council of the City of Gulfport, Florida.

Samuel Henderson, Mayor

ATTEST:

Lesley DeMuth, City Clerk



**CITY OF GULFPORT
CITY COUNCIL
AGENDA MEMORANDUM**

FROM: Tom Nicholls, Public Works Director

DATE: October 16, 2018

AGENDA ITEM: Presentation

SUBJECT: Curbside Recycling Program

RECOMMENDATION: Discussion Item

BACKGROUND:

City Councilmember Ray requested that staff provide an overview of the City's present recycling program.

The Public Works Director will provide an overview of our current recycling program.

The City of Gulfport presently provides curbside recycling to all residential sanitation customers and commercial collection for participating businesses. At present the City's recycling program allows residents to recycle aluminum cans, metal cans, plastic bottles marked #1 thru #7, metal jar lids, flattened corrugated cardboard, junk mail, magazines, white or colored paper and brown paper bags. Roll off containers are available the Neighborhood Center to allow residents to recycle clear, brown and green glass, larger quantities of cardboard and mixed paper.